

SAMPLE

Telecommuting policy

I. Purpose

This policy permits management to allow employees to work at alternate work locations in order to promote general work efficiencies. The purpose of this policy is to define the telecommuting program and the rules under which it will operate. This policy should:

- Assist management and employees to understand the telecommuting environment.
- Provide a general framework for the telecommuter.

II. Definitions

Telecommuting – A management tool that provides flexibility in meeting customer and business needs through a work arrangement that allows employees to perform their usual job duties away from their primary work place, in accordance with work agreements. Telecommuting is limited to two (2) work days per week/ four (4) work days per pay period.

Employee – An employee who works away from his/her primary work location either at home or at another approved work location

Work Schedule – The employee's approved work hours schedule regardless of the work location.

Primary Work Location – An employer's place of work where the employee is normally located.

Alternate Work Location – Approved work site, other than the employee's primary work location, where official state business is performed.

Work Agreement – The written agreement between the employer and the employee that details the terms and conditions of an employee's work away from his/her primary work location. The Work Agreement shall be maintained in the Supervisory file and must be readily available for audit purposes.

III. Eligibility

Telecommuting is a management option and not an employee option. Telecommuting may not be suitable for all employees or for all positions. To the extent possible, management and the employee should agree mutually to telecommuting arrangements via the work agreement signed by all parties. To be eligible to participate in telecommuting, an employee must have completed a minimum of six months of satisfactory employment with the DEQ. Requests for participation prior to six months of satisfactory employment may be approved on a case-by-case basis by the Appointing Authority.

IV. General Provisions

Management is responsible for managing the affairs and operations of their Offices/Divisions; thus they will have discretion to;

- Designate employees/positions for telecommuting; and
- Approve employees to telecommute.

Limitations – Telecommuting will be limited to a maximum of two (2) work days per week/ four (4) work days per pay period. The work days may be designated on the Work Agreement form for a set recurring period, or, if the day(s) are floating or on an ‘as requested/needed basis’, a new Work Agreement must be completed for each day(s).

Conditions of Employment – Telecommuting does not change the conditions of employment or required compliance with DEQ policies and procedures. The employee will continue to comply with federal, state, and agency laws, policies, and regulations while working at the alternate work location.

Compensation & Benefits – An employee’s compensation and benefits will not change as a result of telecommuting.

Hours of Work – The work hours of telecommuting employees will not change from their approved work hour schedule regardless of work location. Time sheets shall be completed upon the return of the telecommuter; indicating “Telecommuting” with the correct work times and leave usage if applicable. Management must ensure proper compliance and documentation of work hours, in particular ensuring compliance with the

Fair Labor Standards Act. Telecommuting is not intended to serve as a substitute for child or adult care nor to perform other personal business during work hours.

Office Closures – The telecommuter shall have the same leave coding as employees at their primary location.

Should circumstances arise whereby the telecommuter cannot work at the alternate work location, i.e., loss of electricity, home emergencies, etc., the telecommuter must contact his/her supervisor and he/she may be required to report to their primary work location or applicable leave may be granted.

Attendance at Meetings – Unless other arrangement are made, telecommuters will be expected to attend all assigned office meetings related to the performance of their job, including those which would be held on a telecommuting day. Business meetings with agency customers or regularly scheduled meetings with co-workers shall not be held at the alternate work location.

Use of Leave – Telecommuting is not intended to be used in place of annual, sick, Family & Medical, or other types of leave. Requests to work overtime or to use sick, annual or other leave must be approved in advance by your immediate supervisor in the same manner, and in accordance with, the time and attendance procedures as when working at the primary work location.

Workers Compensation Liability – DEQ may be liable for job-related injuries that may occur during an employee's established work hours in their alternate work locations. Accidents that occur at an employee's alternate work location may be subject to drug testing (See PPM 1017-98, Illegal Use of Drugs and Alcohol Misuse, D. Drug Tests/Screens, 1. Post-Accident/Incident). Any work related injuries must be reported to the employee's supervisor immediately. The employee shall agree to allow supervisors and/or a DEQ representative to visit the alternate work location after any accident or injury occurs while working. The employee understands that he/she remains liable for injuries or damage to the person or property of third parties or members of his family on the premises, and agrees to indemnify and hold the DEQ harmless from any and all claims for losses, costs, or expenses asserted against the DEQ by third parties or members of the employee's family.

Alternate Work Location Safety – The alternate work location must be safe and free from hazards and other dangers to the employee.

State-Owned Equipment – Prior approval must be received for the use of any state-owned equipment. A justification must be provided on the work agreement as to the reasons state-owned equipment is being utilized. For authorized use/users, state owned equipment shall be used only for state purposes by authorized personnel. Employees are responsible for protecting state-owned equipment from theft, damage and unauthorized use.

Employee-Owned Equipment – When employees are authorized to use their own equipment, the DEQ will not assume responsibility for its cost of equipment, repair, or service.

Costs Associated with Telecommuting – DEQ is not obligated to assume responsibility for operating costs, home maintenance, or other costs incurred by employees in the use of their homes as telecommuting alternate work locations.

Agency Information/Records – Employees must safeguard department information used or accessed while telecommuting. All department records, files, and documents must be protected from unauthorized disclosure or damage and returned safely to the primary workplace.

Termination of Work Agreement – The DEQ may terminate the telecommuting agreement at its discretion.

TELECOMMUTING WORK AGREEMENT

(Office/Division)

The following constitutes an agreement on the terms and conditions of telecommuting between:

Supervisor/Manager

Employee

Alternate Work Location:

Home Address _____

Other Address _____

Communication:

Phone # where you can be reached: _____

How will incoming calls be addressed?

____ Call forwarding to the above phone #

____ Retrieving messages through Voice mail

____ Designation of receptionist or co-worker to take and route calls to you

Network Access:

Do you have the following available to you at the Alternate Work Location?

Computer _____ High speed network with Internet access _____

State-owned Equipment (List and justify.)

Schedule:

Telecommuting Day(s): Mon Tues Wed Thurs Fri (Week 1)

Mon Tues Wed Thurs Fri (Week 2)

Duration: Beginning _____ Ending _____

Work Results and Performance Expectations on Telecommuting Days (Attachment may be used):

Other Terms/Agreements:

I have read and understand both the telecommuting policy and this agreement and agree to abide by these terms and conditions. I agree that the sole purpose of this agreement is to define the telecommuting rules and that it does not constitute an employment contract.

Employee Signature Date

Supervisor/Manager Signature Date

Administrator Date